

Renter's Agreement Cape Cod Village Club

Procedure:

1. Members must have their renters complete the following attached documents:

- a. Application
- b. Release, Waiver of Liability and Hold Harmless
- c. COVID-19 Form¹

If the renter has a boat they must also include:

- d. Dock Request form
- e. Proof of liability insurance for their boat

2. Members send applicable signed documents to the Rental Committee chair at least one week² prior to the rental period. (Electronic submission preferred)

Rental Committee Chair - Karen Spano (kbspano@yahoo.com)
77 Cedar Lake West
Denville, NJ 07834

3. To facilitate the rental experience for first-time renters of CCVC, or those who have not benefited from family or friends owning within CCVC, the renter should not hesitate to contact a member of the [Rental Committee](#) or [Board member](#) with any CCVC-specific questions that cannot be immediately addressed by the owner of their rental property.

4. Upon arrival with a boat, prior to launching, the Renter must contact the [Dockmaster or a member of the Dock Committee](#).

5. Members need to provide the Rental Chair a copy of their homeowners' liability insurance policy declarations page (details type/level of insurance coverage) and use their best efforts to obtain a certificate of insurance naming Cape Cod Village, Inc. as additional insured prior to the rental period. The owner's insurance company must be aware that the property is being rented. Failure to provide the above required documents prior to the arrival of the renter will result in the renter not being able to use CCVC facilities, including the beach areas and docks. A fee up to \$500 will be assessed to the owner if the owner rents his/her house and fails to provide the documentation outlined above or if the renter does not abide by the rules and regulations.

6. Members must comply with relevant Town, County, State and Federal Regulations. In particular, this currently includes [Section 160-61 of the Town of Hague Code](#), posting of the [Tenant Information Form](#), and the [Warren County Short-term Rental Bed Tax](#).

¹ The COVID-19 Form is to be included in the initial packet submission. However, if any responses included in the initial submission change at any time prior to the start of the Rental, or within 14 days of completion of the rental, an updated form must be provided to the CCVC Member renting the property and forwarded immediately to the Rental Chair and the BOD.

² If rental includes a boat, submission one month prior is preferred to allow Dockmaster adequate time for appropriate boat slip assignment.

Rules and Regulations for Renters

Since you are renting a house in a membership association, not a resort, several rules apply for safety reasons, and for respect to the club-owned property and members' personal property.

Roads and Parking

- 10 mph speed limit
- park in the designated areas. Do not park additional cars on the lawns (we have many water and electric lines underground that are easily damaged). Also, do not park extra cars on the edge of the roads due to traffic issues and safety reasons.

Playground

- children under **age 10** must be supervised by an adult at all times
- all toys/playground equipment must be put away after use
- treat equipment with respect so there is no damage
- playground is closed at dark so people can have a quiet evening

Beach and Swim Area

- swimming only permitted between the designated swim lines
- children under **age 12** must be supervised by an adult at all times
- no glass bottles or containers permitted in beach area or docks
- no alcoholic beverages on the beach and docks
- do not forcefully tip or rock the swim raft (the hardware and anchor line become damaged and the raft can break away in storms)

Boats and Docks – Renters with boats must adhere to the following NY State and Lake George Park Commission boating regulations:

[New York State Boater's Guide](#)

[Lake George Boating](#)

[Lake George Boat Inspections](#) (All trailered boats must get inspected and "sealed" at a regional inspection facility before launching into Lake George.)

- Any boat with a 10hp or more motor must have a current state registration and must also be registered on Lake George with the LGPC (they patrol heavily). You may register it for approximately \$40 at a local marina or [online](#).
- launch motorized boats at the Hague town dock only
- small, non-motorized boats that can be launched by hand may use the designated launch in CCVC. If the cable and lock impede your ability to launch or land your boat, please contact the Dockmaster or a Dock Committee Member. If the "duck fence" is in place at the time of your launch make sure to return it to proper position.
- do not launch from beach areas.
- Whips are required on North Beach and Point docks.
- Docking equipment (i.e. Lines, Bumpers) should be adequate for the size of the boat and in good condition.
- motorized boats/personal water craft must be kept in your house's designated slip unless other arrangements have been made with the Dockmaster
- PWCs cannot occupy deep water dock slips
- PWC operators must be at least 14 years old and have a valid NYS PWC boating safety certificate per [NYS PWC regulations](#).

- all persons on a PWC must wear a life vest
- all children under age 12 must wear a life vest as well as anyone being towed behind a vessel
- no boats, kayaks, SUPS in the swimming area
- no sleeping overnight on boats
- proper dock lines must be used
- no running on, or diving off the docks
- all boats/kayaks on CCVC grounds are privately owned and not for renter's use

Other

- no RV's or campers, weapons or any sort, fireworks or firecrackers, dogs or any kind of pets, or loud parties.
- be considerate of neighbors impacted by noise or outdoor fires.
- Current [Warren County regulations](#) related to social gatherings and social distancing must be followed. Adherence to [NY State travel regulations](#) required.

Application

Member's Name _____

Renter's Name _____

Renter's Home Address _____

Home Phone () _____ - _____

Cell Phone () _____ - _____

Dates renting From: _____ To: _____

How many people in your group will be staying overnight? _____

(Per town of Hague regulations, occupancy is limited to two people per bedroom plus two additional people)

Renters are allowed to have an additional two people per bedroom as day guests.

(example: A two bedroom house may have 6 overnight occupants plus an additional 4 people as day guests.)

Are you bringing a boat or personal water craft (jet ski)? YES / NO

If yes, you must fill out the attached Dock Request form. Maximum boat length is 22'.

I understand the above **Rules and Regulations for Renters** and agree to follow them. I also understand that if I, my family or any of my guests do not follow these rules we may not be allowed to rent in CCVC again.

_____ Date _____

Renter's Signature

Name - Printed

_____ Date _____

Member's Signature

Name - Printed

CAPE COD VILLAGE CLUB, INC.

RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS

1. In consideration for renting a house (the "Rental Property") at Cape Cod Village Club, Inc. ("CCVC") from me of its members and for being permitted by CCVC to have access to and to use the following facilities at CCVC: a) the north and south beach areas; b) the recreation and playground areas; c) CCVC buildings and boat docks; and d) the recreational equipment located at CCVC (collectively, the "CCVC Facilities"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EACH CCVC, its members, directors, officers, agents and representatives (hereinafter referred to individually, as a "RELEASEE" and collectively, as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury sustained by me, my family members or invitees or to any property belonging to any of such persons, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES or otherwise, while occupying or using the Rental Property or the CCVC Facilities.
 2. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from and against any and all loss, liability, damage or costs, including court costs and attorney's fees, whether for personal injury or to property, arising from the occupancy or use of the Rental Property or the CCVC Facilities, by me, my spouse, my family members, our guests and invitees WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF RELEASEES.
 3. It is my express intent that this Release, Waiver of Liability and Hold Harmless shall bind and apply to my spouse, my family members, our guests and invitees as well as my and their heirs, assigns and personal representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES.
 4. WITHOUT LIMITING THE FOREGOING TERMS HEREOF, I UNDERSTAND THAT CAPE COD VILLAGE CLUB, INC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURIES SUSTAINED by myself, my spouse, family members, relatives, guests or invitees on or using the Rental Property or the CCVC Facilities.
 5. I further represent that I have read and signed CCVC's Renter's Agreement for the Rental Property and will abide by all CCVC's rules and regulations.
 6. The invalidity, illegality or unenforceability of any clause or wording of this Release, Waiver of Liability and Hold Harmless shall not affect the validity, legality or enforceability of any other clause or wording of this Release, Waiver of Liability and Hold Harmless, which shall be construed and given effect without reference to such invalid, illegal or unenforceable clause or wording.
 7. This Release, Waiver of Liability and Hold Harmless shall be interpreted and construed in accordance with the laws of the State of New York.
- IN SIGNING THIS RELEASE, WAIVER AND HOLD HARMLESS, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release, Waiver of Liability and Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Renter's Signature: _____

Name Printed: _____

Date: _____

Renter's Dock Request Form

If you need a dock space please return this completed form along with your rental application one week prior to rental period to the CCVC Rental Chair's address listed on the first page of this renter's packet.

Renter must **check in with the [Dockmaster](#)** or a [member of the Dock Committee](#) upon arrival for dock assignment and docking requirements.

Member's name: _____

Renter's name: _____

Please attach a copy of your proof of liability insurance for your boat if it is over 16 feet.

Boat length _____ feet. **Reminder: Maximum boat length limit is 22 feet**

Boat Make _____ Model _____ Year _____ Color _____

State _____ Registration# _____

PWC Make _____ Model _____ Year _____

Color _____

State _____ Registration# _____

Dock space needed from: _____ to: _____

(month/day/year) (month/day/year)

I understand the Boats and Docks rules and regulations and agree to follow them. I also understand that if I, my family or any of my guests do not follow these rules we may not be allowed to rent in CCVC again.

Renter's Signature _____ Date _____

COVID-19 Form

This form is to be completed and signed by renters during initial Rental Packet submissions. If prior to arrival at CCVC the renter encounters any circumstances which change the responses originally supplied they are to immediately notify the renting CCVC Member and submit an updated COVID-19 Form. It is the responsibility of the CCVC Member to immediately notify the Rental Chair and provide forward a signed copy to the Chair and the Board of Directors.

1. I certify that neither myself nor anyone who will stay or visit my CCVC rental property have traveled outside the United States within the past 14 days.
2. I certify that, to my knowledge, neither myself nor anyone who will stay or visit my CCVC rental property have had close contact within the past 14 days with a person confirmed to have COVID-19.
3. I also certify that I do not currently have, and have not had in the past 24 hours, any of the following symptoms:
 - Cough;
 - Difficulty breathing;
 - Fever (feeling feverish or have a measured temperature at or above 100.4°F/38°C);
 - Chills;
 - Muscle or body aches;
 - Headache;
 - Sore throat;
 - New loss of taste or smell;
 - Congestion or runny nose;
 - Nausea or vomiting, diarrhea.
4. I also certify that all persons who will stay with me or who will visit my CCVC rental property meet the criteria described in items 1–3 above. List the names and ages of all such persons:

_____	_____	_____
_____	_____	_____
_____	_____	_____

CCCV requires adherence to all current [NY State Travel Advisories](#), and [CDC Guidelines related to Social Distancing, Masks and Large Gatherings](#). When venturing outside the confines of your rental property, please carry a mask. When in common areas within CCVC such as Playgrounds, Greens, Beaches, and Docks, cover your nose and mouth with that mask when within 6' of others who are not within your rental group. In particular, Docks are typically narrow and hence do not facilitate Social Distancing. When utilizing common areas or travelling to/from Boats, or sitting on Docks, have your mask handy and USE IT when you will be in proximity to others outside of your rental group.

I hereby certify that I have read and understand this Form and agree to adhere to the conditions stated above. Further, if within 14 days of my stay at CCVC, if anyone who stayed in or visited with us in the Rental is identified as potentially infected by COVID, I will immediately notify the Rental Owner and the Rental Chair.

_____	_____	_____
Responsible Renter Name	Responsible Renter Signature	Date